



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	MAY 19, 2011	QUOTE DUE BY:	MAY 26, 2011	F.O.B. REQUIREMENTS:	COLUMBIA, MISSOURI
TIME REQUIRED FOR DELIVERY:		QUOTATION No:	4-110526AS	BUYER NAME /TELEPHONE NUMBER:	ANGELA SUTTON (573) 526-7929 ANGELA.SUTTON@MODOT.MO.GOV
TO BE DELIVERED NO LATER THAN					
District Mailing Address/Facsimile #:	830 MoDOT Drive P.O. Box 270 Jefferson City, MO 65102 (573) 526-1218		Delivery Locations:	UMC Campus E2509 Lafferre Hall Columbia, MO 65211	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2	each	Portable Variable Speed Limit Sign			
		See Page 3 for Specifications			
		Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.			
TOTAL ORDER EXTENSION					

If checked, the following item is a provision of this quotation.

<input type="checkbox"/>	If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.					
Company Name:						
All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.						
VENDOR NOTES						
VENDOR INFORMATION						
Vendor Name /Mailing Address		Vendor Contact Information (including area codes):				
		Phone #:				
		Fax #				
		Cellular #				
Printed Name and Title of Responsible Officer or Employee:		Signature:				
Is your company registered/certified with the State of Missouri as a (please circle):						
		Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
		Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
List all agencies your firm is currently certified with?						

1. Introduction

- 1.1 The Missouri Department of Transportation (MoDOT) strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative, cost effective ways to provide safe, uninterrupted traffic flow on Missouri's transportation system.
- 1.2 MoDOT is partnering with the University of Missouri to evaluate the safety benefits of using Variable Speed Limit Sign (VSLS) Systems near work zone areas.
- 1.3 This quote is to establish firm-fixed-pricing for 2 VSLS Systems complete with the required software, components, devices, etc. necessary to operate these systems. These systems shall have the ability of displaying a speed limit programmable by the end user. These systems must be portable in nature so that the signs can be deployed in various work zones.

2. Delivery

- 2.1 The contractor shall deliver the VSLS Systems as specified herein to Columbia, Missouri as stated on the purchase order.
- 2.2 Delivery from the initial order shall be F.O.B. Columbia, Missouri by July 8, 2011. The purchase order will indicate the shipping address.

3. Non-Exclusivity

- 3.1 MoDOT reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

4. Invoicing and Payment Requirements

- 4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 4.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 4.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

MoDOT Variable Speed Limit Sign Specifications

The following minimum specifications outlined below are to establish a one-time purchase for a portable “Variable Speed Limit (VSLS) Sign System”.

- The VSLS System shall refer to all components of the sign including: the static portion of the sign, the LED display, the NTCIP sign controller, the wireless modem and other necessary communications devices, the battery bank, the solar panel(s), the cabinet and housing and all necessary wiring, cabling or connections. The VSLS System must be portable.
- The VSLS System shall consist of all new equipment and shall be constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance.
- Each VSLS System shall consist of a standard, static advisory speed limit sign compliant with the MUTCD except that the numeric portion of the sign shall have a cut-out for a changeable, 2-digit LED display to be used in its place to display the designated advisory speed limit. The LED display color must be either white or amber. Please see picture example below.



- The LED display shall be capable of displaying the numbers 0-99.
- All components of the VSLS System (internal sign components, controller, communications equipment, power supply, etc.) shall operate effectively in all weather conditions.
- Battery supply should be rechargeable and adequate to operate the unit continuously for at least 2 days.
- The performance of all VSLS System components shall not be impaired due to vibration caused by wind, traffic or normal transportation.
- The presence of ambient radio frequency, magnetic or electromagnetic interference, including that from state and other mobile radios, power lines, transformers and motors within the proximity of any components of the VSLS system, shall not affect the operation or impair performance of the system. The system shall not conduct or radiate signals that will adversely affect other electrical or electronic equipment.
- The VSLS System controller shall provide communication from the end user to the VSLS System from a remote location in the field, as real time changes may need to be made via remote control. Thus, the VSLS System shall be able to be controlled from a remote location or in the field at the sign location with a remote controller. The remote controller could be wired or wireless.
- The vendor shall provide phone support to address any issues that may arise with the operation or setup of the VSLS System.
- The VSLS System shall be NCHRP 350 Test Level 3 compliant.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.